

FORM PTO-1595
(Rev. 6-93)

OMB No. 0651-0011 (exp. 10-95)

Tab settings ☐ 1 ☒ 2 ☐ 3



RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

581

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

AFC Cable Systems, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: WPFY, Inc.

Internal Address:

Street Address: 1105 North Market Street

Suite 1300

City: Wilmington State: DE ZIP: 19890

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: July 1, 1994

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

07/865,334

08/139,314

B. Patent No.(s)

4,824,057 1,266,103 4,912,285

4,701,000 4,752,652

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Rosemond D. Connell

Internal Address: c/o Ropes & Gray

Street Address: One International Place

City: Boston State: MA ZIP: 02110-2524

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 3.41) \$ 280.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

91861102

(Attach duplicate copy of this page if paying by deposit account)

090 FS 10/19/94 07845334

DO NOT USE THIS SPACE

581 280.00 cr

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rosemond D. Connell

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20540

RECEIVED 1156 FRANK 277

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS is made as of July 1, 1994, by and between AFC Cable Systems, Inc., a Delaware corporation, having a principal place of business located at 50 Kennedy Plaza, Suite 1250, Providence, Rhode Island 02903 ("AFC"), and WPFY, Inc., a Delaware corporation and wholly-owned subsidiary of AFC, having a principal place of business located at 1105 North Market Street, Suite 1300, Wilmington, Delaware 19890 ("WPFY").

R E C I T A L S:

WHEREAS, AFC (i) has registered, or (ii) has applied for registration of the patents listed on Schedule 1 hereto (the "Patents"); and

WHEREAS, WPFY desires to obtain all of AFC's right, title and interest in, to and under said Patents and all other patents of AFC;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. AFC hereby sells, conveys, assigns, transfers and delivers to WPFY, and its successors and assigns, the items set forth below.

- (a) All of the right, title and interest of AFC in and to all patents and patent applications now owned or hereafter acquired by AFC. Such patents and patent applications shall include without limitation all existing United States patents and patent applications of AFC described in Schedule 1 hereto.
- (b) Any United States patent application filed with respect to any of the inventions related to the foregoing, or filed as a continuation, continuation-in-part, or division of any patent application above mentioned, or for reissue of any patent above mentioned or granted on an application above mentioned, and any United States patent issuing on any patent application above mentioned.
- (c) All right, title and interest of AFC in and to any cause of action that has heretofore arisen or that may arise with respect to unconsented use or infringement of the foregoing patents and patent applications.

2. Miscellaneous.

2.1 If any clause or provision of this Assignment shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or

provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

2.2 This Assignment is subject to modification only by a writing signed by the parties.

2.3 The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

2.4 The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of the State of Delaware without giving effect to any choice or conflict of laws rule or principal that would result in the application of the domestic substantive laws of any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Patents to be executed as of the day and year first written above.

AFC CABLE SYSTEMS, INC.

By: Raymond H. Keller

Name: Raymond H. Keller

Title: Vice President & CFO

WPFY, INC.

By: Dora A. Lilly

Name: Dora A. Lilly

Title: Vice President

REC 1156 PAGE 219

STATE OF MA

COUNTY OF Bristol

SS.

On September 29 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared Edward Keller, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President of AFC CABLE SYSTEMS, INC. and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Linda L. Ross

Linda L. Ross
NOTARY PUBLIC

My commission exp. Apr. 27, 2001

STATE OF Maine

COUNTY OF Hallowell

SS.

On 9/16/94 before me, the undersigned, a Notary Public in and for said State, personally appeared Lisa A. Pittaccio, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President of WPFY, INC. and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Lisa A. Pittaccio

LISA A. PITTACCIO
NOTARY PUBLIC

My Commission expires March 18, 1995

111156180

SCHEDULE 1
TO
ASSIGNMENTS OF PATENTS
BY
AFC
TO
WPFY

<u>Patent</u>	<u>Application or Registration Date</u>	<u>Application Serial No. or Registration No.</u>
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Registered:

HANGER	04/25/89	4,824,057
ELECTRICAL TERMINAL AND METHOD OF ASSEMBLY	10/20/87	4,701,000
ELECTRICAL TERMINAL AND METHOD OF ASSEMBLY	02/20/90	1,266,103
ANTI-SHORT BUSHING	06/21/88	4,752,652
ANTI-SHORT BUSHING	03/27/90	4,912,285

Pending:

*ARMORED CABLE	04/08/92	07/865,334
ARMORED CABLE	10/19/93	08/139,314

RECORDED
PATENT & TRADEMARK OFFICE

OCT-6 94



4C. 1005
A/L

PATENT
ATTORNEY DOCKET NO. 01082/010001

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : James W. Falciglia et al.
Serial No.: 07/865,334
Filed : April 8, 1992
For : ARMORED CABLE

Commissioner of Patents and Trademarks
Washington, DC 20231

JUN 29 11 19 29
RECEIVED

TRANSMITTAL OF ASSIGNMENT FOR RECORDING

Enclosed for recording in the records of the PTO is an assignment of the above-captioned patent application from James W. Falciglia and Anthony J. Mauro to MONOGRAM INDUSTRIES, INC. Please return the recorded document to the undersigned at the address below.

Also enclosed is a check for \$40.00 in payment of the required fee. Please charge any additional fees, or make any credits, to Deposit Account No. 06-1050.

Respectfully submitted,

Date: 6/8/92

David L. Feigenbaum
Reg. No. 30,378

Fish & Richardson
225 Franklin Street
Boston, MA 02110-2804

Telephone: 617-542-5070
Facsimile: 617-542-8906

93292652

Date of Deposit 6-8-92
I hereby certify under 37 CFR 1.3(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

ASSIGNMENT

For valuable consideration, we, James W. Falciglia, of East Greenwich, Rhode Island; Anthony J. Mauro of Assonet, Massachusetts; hereby assign to MONOGRAM INDUSTRIES, INC., a Delaware Corporation having a place of business at New Bedford, MA, and its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title and interest throughout the world in the inventions and improvements which are subject of an application for United States Patent Serial No. 07/865,334, filed April 8, 1992, entitled ARMORED CABLE

this assignment including said application, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and we authorize the Assignee to apply in all countries in our name or in its own name for patents, utility models, and design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; and we agree for ourselves and our respective heirs, legal representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

IN WITNESS WHEREOF, I hereto set my hand and seal at New Bedford, MA
this 5th day of June, 1992
James W. Falciglia L.S.
First Middle Initial Last

STATE OF Massachusetts:

COUNTY OF Bristol:

:SS.

Before me this 5th day of June, 1992, personally appeared James W. Falciglia known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

[Signature]
Notary Public
My Commission Expires:

[Notary's Seal Here]

My Commission Expires May 27, 1994

IN WITNESS WHEREOF, I hereto set my hand and seal at New Bedford, MA
this 5th day of June, 1992

Anthony J. Mauro LS.
First Middle Initial Last

STATE OF Massachusetts:

COUNTY OF Bristol:

:SS.

Before me this 5th day of June, 1992, personally
appeared Anthony J. Mauro known to me to be the person whose
name is subscribed to the foregoing Assignment and acknowledged that he executed the
same as his free act and deed for the purposes therein contained.

Anthony J. Mauro
Notary Public

My Commission Expires:

My Commission Expires May 27, 1994

[Notary's Seal Here]

RECORDED
PATENT AND TRADEMARK
OFFICE
JUN 15 1992

State of Delaware
Office of the Secretary of State

I, WILLIAM T. QUILLEN, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE "MONOGRAM INDUSTRIES, INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS CORPORATE TITLE TO "AFC CABLE SYSTEMS, INC.", ON THE SEVENTH DAY OF OCTOBER, A.D. 1993, AT 9 O'CLOCK A.M.



William T. Quillen

William T. Quillen, Secretary of State

AUTHENTICATION: *4168887

FORM PTO-1595
(Rev. 6-93)

OMB No. 0651-0011 (exp. 10-94)

Tab settings ☐ 1 ☒ 2 ☐ 3

RECORDATION FORM COVER SHEET
PATENTS ONLY #280

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

581

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1. Name of conveying party(ies):

AFC Cable Systems, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: July 1, 1994

2. Name and address of receiving party(ies)

Name: WPFY, Inc.

Internal Address:

Street Address: 1105 North Market Street

Suite 1300

City: Wilmington State: DE ZIP: 19890

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

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4,701,000 4,752,652

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Rosemond D. Connell

Internal Address: c/o Ropes & Gray

Street Address: One International Place

City: Boston State: MA ZIP: 02110-2624

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 3.41).....\$ 280.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

91861102

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

090 FS 10/19/94 07865334

1 581 280.00 CR

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rosemond D. Connell

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

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R E C I T A L S:

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WHEREAS, WPFY desires to obtain all of AFC's right, title and interest in, to and under said Patents and all other patents of AFC;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. AFC hereby sells, conveys, assigns, transfers and delivers to WPFY, and its successors and assigns, the items set forth below.

- (a) All of the right, title and interest of AFC in and to all patents and patent applications now owned or hereafter acquired by AFC. Such patents and patent applications shall include without limitation all existing United States patents and patent applications of AFC described in Schedule 1 hereto.
- (b) Any United States patent application filed with respect to any of the inventions related to the foregoing, or filed as a continuation, continuation-in-part, or division of any patent application above mentioned, or for reissue of any patent above mentioned or granted on an application above mentioned, and any United States patent issuing on any patent application above mentioned.
- (c) All right, title and interest of AFC in and to any cause of action that has heretofore arisen or that may arise with respect to unconsented use or infringement of the foregoing patents and patent applications.

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provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Patents to be executed as of the day and year first written above.

AFC CABLE SYSTEMS, INC.

By: Raymond H. Keller
Name: Raymond H. Keller
Title: Vice President & CFO

WPFY, INC.

By: Dora A. Lilly
Name: Dora A. Lilly
Title: Vice President

REEL 156 FRAME 219

STATE OF MA)
COUNTY OF Bristol) ss.

On September 20, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Kelle, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President of AFC CABLE SYSTEMS, INC. and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Linda L. Ross

Linda L. Ross
NOTARY PUBLIC
My commission exp. Apr. 27, 2001

STATE OF Delaware)
COUNTY OF New Castle (Del.)) ss.

On 9/16/94 before me, the undersigned, a Notary Public in and for said State, personally appeared Anna R. Killy, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President of WPFY, INC. and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Lisa A. Pittaccio

LISA A. PITTACCIO
NOTARY PUBLIC
My Commission expires March 18, 1995

WELL 1156 FRAME 280

SCHEDULE 1
TO
ASSIGNMENTS OF PATENTS
BY
AFC
TO
WPFV

<u>Patent</u>	<u>Application or Registration Date</u>	<u>Application Serial No. or Registration No.</u>
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Registered:

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ELECTRICAL TERMINAL AND METHOD OF ASSEMBLY	02/20/90	1,266,103
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ARMORED CABLE	10/19/93	08/139,314

RECORDED
PATENT & TRADEMARK OFFICE

OCT -4 94